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from justice, the defendant has no justification, although his motive was not to injure the plaintiff. Cf. *March v. Wilson*, Busb. (N. C.) 143; *Sparks v. McCreary*, 156 Ala. 382, 387, 47 So. 332, 334; *Amick v. O'Hara*, 6 Blackf. (Ind.) 258.

VENDOR AND PURCHASER — RESCISSION FOR FRAUD OF THE VENDOR — EFFECT OF "BIG TALK" BY THE PURCHASER. — The plaintiff, an ex-fisherman, negotiating for a purchase of the defendant's land, stated that "he knew good land when he saw it." The defendant thereupon told him sundry lies as to its quality. The plaintiff bought the land. There is evidence that in doing so he relied upon defendant's statements. He now sues to rescind the sale and recover installments of the purchase price. The court below dismissed his suit. *Held*, that this was proper. *Hegdale v. Wade*, 153 Pac. 107 (Ore.).

The plaintiff, having challenged the defendant to fool him if he can, is denied recovery when his challenge is successfully accepted. This result, so in agreement with poetic justice, probably cannot be supported on principles that determine justice according to law. It is impossible even by express contract to waive the right to object to fraud to be committed in the future by the other party to the contract. *Industrial & General Trust v. Tod*, 180 N. Y. 215, 73 N. E. 7. See *Chism v. Schipper*, 51 N. J. L. 1, 11, 16 Atl. 316, 317. Cf. *Bridger v. Goldsmith*, 143 N. Y. 424, 38 N. E. 458; *Pearson v. Dublin Corporation*, [1907] A. C. 351. But see *Milner v. Field*, 5 Exch. 829. The implied waiver resulting from the challenge therefore cannot be effective. But the challenge has other possible effects. If taken in good faith by the seller as a true statement that the buyer is an expert, it negatives the existence of those circumstances of realized special knowledge and the like which properly lead courts to construe statements of opinion as including statements of underlying fact. Compare *Black v. Irwin*, 149 Pac. 540 (Ore.), with *White v. Sutherland*, 64 Ill. 181. See *Smith v. Land & House Property Corporation*, 28 Ch. D. 7, 15. The statements here, of the quality and probable fertility of lands not yet under cultivation, are *primâ facie* statements of opinion. *Lee v. McClelland*, 120 Cal. 147, 52 Pac. 300; *Gordon v. Buller*, 105 U. S. 553. Cf. *Deming v. Darling*, 148 Mass. 504, 20 N. E. 107. If the seller's state of mind was as supposed, they must be taken to be nothing more. Also in the matter of reliance by the buyer, the challenge, plus the fact that he saw the land himself, is evidence that he trusted to his own judgment, or his luck, rather than defendant's statements. But the challenge of itself is not conclusive either that what the seller said was only seller's talk, or that the buyer did not act upon it.

VOLUNTARY ASSOCIATION — RELIGIOUS SOCIETIES — CONTROL BY CIVIL COURTS — LIABILITY FOR EXCLUSION OF A MEMBER. — A minister of the Episcopal Church refused to administer the Communion to the plaintiff. By the canons of the Church, a minister is given authority to refuse the rite to those whom he "deems open, notorious, evil livers, or to have done any wrong to his neighbors by word or deed." A person thus excluded is given an appeal to the bishop. The plaintiff did not pursue this appeal, but brought an action against the minister to recover damages for the exclusion, and for slander. *Held*, that she cannot recover. *Carter v. Papineau*, 53 Bk. & Tr. 287 (Mass.).

In England, the union of church and state gives the secular courts an appellate jurisdiction from the tribunals of the established church. *Rex v. Dibdin*, [1910] P. D. 57; *Thompson v. Dibdin*, [1912] A. C. 533. In America, however, when civil rights are not involved, the secular courts have no jurisdiction over ecclesiastical disputes. *Fitzgerald v. Robinson*, 112 Mass. 371. See *Shannon v. Frost*, 3 B. Mon. (Ky.) 253, 258. Since church membership affords no interest in the church property, it involves no civil rights, and therefore an expulsion is not a ground for an injunction nor an action in tort.